## WORLD CHAMPIONSHIP WRESTLING, INC. TRAINING AGREEMENT AND RELEASE

This Training Agreement and Release (the "Agreement") is entered into this 26th day of July, 1993, by Bobby L. Walker ("User"), Social Security No. 252-33-2657. Date of Birth: 9/4/64 Residence Address: P. O. Box 1001, Riverdale, GA 30274.

## WITNESSETH

WHEREAS, World Championship Wrestling, Inc. ("WCW") maintains a Training Facility (the "Training Facility"), which is located at 9529 South Main Street, Suite 900, Jonesboro, Georgia; and

WHEREAS, WCW desires USER to utilize the Training Facility for training purposes ("Training"); and

WHEREAS, USER desires to utilize the Training Facility for Training;

NOW, THEREFORE, in consideration of the premises hereof and the mutual benefits to be derived hereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. WCW shall provide USER access to the Training Facility for twelve (12) weeks beginning July 26, 1993 and ending October 17, 1993 (the "Term"). Notwithstanding the foregoing, this Agreement may be terminated by WCW at any time for any reason or no reason.
- 2. WCW shall compensate USER in the amount of Eighty Dollars (\$80.00) per day trained up to Four Hundred Dollars (\$400.00) per week for the Term.
- 3. USER understands and agrees that while Training, he is an independent contractor and not an employee of WCW. USER agrees that he shall be fully responsible for taxation of the amounts paid to him by WCW as compensation for Training and that WCW shall bear no responsibility for such taxation. USER agrees that he is not entitled to any benefits provided by WCW to its employees.
- 4. USER forever releases and discharges the owner of the Training Facility (the "OWNER"), WCW, their parent corporations, subsidiaries, and affiliates, licensees, successors, and representatives, and all of their respective officers, directors, employees, shareholders, agents, and assigns (collectively) referred to herein as the "RELEASEES") from any and all claims, demands, actions and causes of action, counterclaims, suits, debts, damages, injuries (whether physical or mental), liabilities, expenses, losses, fees and costs, including attorneys' fees and costs, which USER ever had, now has or may in the future have, whether known or unknown, resulting from, arising out of or connected with USER'S use of the Training Facility

DEFENDANT'S EXHIBIT CONFIDENTIAL

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and surrounding common or public areas including, but not limited to, and injury, illness or disability that USER may sustain while on the premises of or on the surrounding common or public areas of the Training Facility, either while training or exercising inside or outside the ring or while using any of the training or exercise equipment or facilities in the Training Facility, or which using the Training Facility or surrounding common or public areas in any other manner whatsoever. USER agrees that this Release and Indemnity is a complete "release" under Georgia law and not merely a covenant no to sue. USER specifically acknowledges and agrees that neither OWNER, WCW, nor the RELEASEES shall have any obligation, liability, or responsibility to USER or any third party in connection with any injury, illness or disability resulting from USER'S use of the Training Facility as set forth above.

- USER agrees never to commence, encourage, prosecute or cause to be prosecuted against OWNER, WCW or the RELEASEES, or to advise any entity or person in bringing or prosecuting any complaint, suit, or proceedings based upon a claim, demand, cause or action, damage or liability arising out of USER'S use of the Training Facility, including any injury, illness or disability which USER or any third party may sustain.
- USER agrees to defend, indemnify and hold harmless OWNER, WCW and the RELEASEES against any third party demands, claims actions, liabilities, judgments, losses, expenses, and costs (including attorneys' fees and costs which shall include allocable fees of in-house counsel) which may arise or which arise our of or are in any way connected with USER'S use of the Training Facility.
- 7. USER represents to WCW that he has carefully read this Agreement, and understands its terms and conditions. USER understands that this is a full, complete and final release and that USER is forever relinquishing and releasing any and all claims he may have against OWNER, WCW and/or the RELEASEES arising out of his use of the Training Facility including, but not limited to, any injury, illness or disability that he may sustain and any losses he may sustain from third party claims.
  - 8. This Agreement shall be governed by Georgia law.

IN WITNESS WHEREOF, the parties executed this Release and Indemnity of the date first above written.

WORLD CHAMPIONSHIP WRESTLING, INC.

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